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CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: El Paso Museum of Art

AGENDA DATE: January 18, 2004

CONTACT PERSON/PHONE: Chris Grijalva-Garcia , (915) 532-1707, ext. 64

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve a resolution to sign a special events agreement for space at the El Paso Museum of Art with permission to serve alcohol.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The Museum of Art rents space for special events, per Facility Rental Policy and Procedures set by Mayor and Council 1994. Benefit to the City is revenue for the Museum.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, on a regular basis.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the following special events agreement for space in the El Paso Museum of Art.

Event:	Teacher Workshop
Licensee:	Harcourt School Publishers
Date:	January 25, 2005
Time:	4:30 p.m. - 6:30 p.m.
Area(s):	Patricia and Jonathan Rogers Grand Lobby
Charge for Space:	\$500.00
Charge for Staff (est):	\$100.00
Charge for Insurance:	\$ 52.80
Charge for Equipment	\$ 50.00

ADOPTED this 18th day of January 2005

CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Becky Duval Reese, Director
El Paso Museum of Art

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SPECIAL EVENTS AGREEMENT

This Special Events Agreement is made and entered into on this 18th day of January 2005 by and between the City of El Paso, hereinafter called "City", and Harcourt School Publishers, hereinafter called "Licensee."

WITNESSETH:

WHEREAS, Licensee desires use of space in the City of El Paso Museum of Art, hereinafter called "Museum," for a Teacher Workshop,

NOW, THEREFORE, City and the Licensee do hereby agree as follows:

1. **PROPERTY:** City, in return for the consideration described herein and the covenants set out herein to be kept by Licensee, does hereby license to Licensee use of the following described property and premises:

The Patricia and Jonathan Rogers Grand Lobby located on the Museum main floor which includes the adjacent areas within the structure and access to the bathroom facilities.

2. **LICENSEE FEE:** The fee for this use shall be \$500.00. The rental fee shall be paid to the Museum Department of the City of El Paso not less than 48 hours prior to the use of the Museum. Failure to make such payment will result in cancellation of this Agreement.

3. **TERM OF THE RENTAL AGREEMENT:** The term of this Agreement shall be from 4:30 p .m. to 6:30 p.m., January 25, 2005.

4. **TERMS AND CONDITIONS:**

A. Licensee agrees to keep the premises in good repair and condition during the event for which this license is granted, including setup and removal of equipment. **The cost for the rental of microphone and sound system is \$50. Payment is due upon receipt of bill.**

B. Food or other refreshments will be allowed within the reception area only. If food is to be served it must be catered. Use of any type of fire or flame is prohibited. Licensee agrees that it will comply with all applicable federal, state and local laws while using the Museum pursuant to this Agreement. No smoking will be permitted within the Museum as required by Chapter 9.50 of the El Paso Municipal Code. Violators will be reported to the Fire Department or Police Department for enforcement.

C. The City will provide security guard and event staff service during the scheduled activity and during any time period in which equipment connected with the event is set up, taken down and removed and Licensee shall pay the cost thereof at the then-current City rates, which shall be in addition to the rental fee. The cost for guard and event staff is estimated to be \$100.00. Payment is due upon receipt of the bill. All furniture and equipment furnished by Licensee for the activity shall be removed not later *than 7:30 p.m., January 25, 2005*. Licensee will ensure that no sliding or dragging of furniture or equipment across the floor is allowed. Items with casters may be allowed to be rolled across the floor provided Museum staff approves. It is expressly understood and agreed that the cost of any damage to the floor caused by such sliding of equipment or furniture will be reimbursed by Licensee. It is understood and agreed that, by order of the Fire Marshal, the number of attendees may not exceed five hundred (500), unless the Fire Marshal grants an exception under such conditions as prescribed by the Fire Marshal. It is further understood and agreed that if the number of people present during the event exceeds five hundred (500) or such other number authorized by the Fire Marshal or if Licensee violates any condition imposed by the Fire Marshal, he will order the event to be terminated and order all

attendees to leave the Museum. Licensee agrees that it will ensure compliance with any such order of the Fire Marshal or any other lawful order of the Fire Marshal or security guards relating to fire or other matters of safety. Licensee agrees to pay directly to the Fire Department any fees or charges for the attendance of Fire Inspectors in the event required by the Fire Marshal. Such fees or charges shall be in addition to rental fees and charges paid to the Museum, as provided for in this Agreement.

D. Licensee agrees to provide liability insurance coverage in no less than the following amounts: \$250,000 per individual per occurrence for personal injury; \$500,000 per occurrence for personal injury for more than one person; \$100,000 for property damage (including damage to the rented premises) for the term of the Rental Agreement. Licensee agrees to obtain an insurance policy which includes the City, as owner of the premises used to conduct the event, as an additional named insured. A copy of the insurance policy, or certificate, issued by an insurance company authorized and licensed to do business in the State of Texas and reflecting the coverage required by the Agreement, shall be furnished to the Museum Department of the City of El Paso not less than forty-eight (48) hours prior to the use of the Museum, as agreed to in this Agreement.

It is understood and agreed that failure to provide the required evidence of insurance coverage shall preclude use of the Museum. Licensee does hereby state and warrant that any entity providing services to Licensee fully complies with all workmen's compensation requirements in the State of Texas. As an alternative to providing the insurance coverage described above, Licensee may, at its option, elect to be covered by liability insurance obtained by the City for events at the Museum by paying to the City the prorated share of the premium for such insurance. Such prorated premium shall be at the following rates: events 1-500 attendees -- \$52.80 per day. Coverage for an additional named insured, if requested, will require an additional fee of \$50.00 each. In the event Licensee elects to obtain the City-provided coverage, payment shall be made with, and in addition to, the fee described in Section 2, above.

E. LICENSEE AGREES TO INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO PROPERTY OR CLAIMS FOR PERSONAL INJURY OR DEATH ARISING OUT OF OR RELATING IN ANY WAY TO THE OCCUPANCY OR USE OF THE MUSEUM BY LICENSEE. Licensee further agrees that it will reimburse the City for any damage to the area in the Museum covered by this Agreement, except for normal wear and tear.

F. This Agreement shall be effective as of the date the City delivers this Agreement to Licensee. All proposals, negotiations, notices and representations with reference to matters covered by this Agreement are merged in this instrument, and no amendment or modification thereof shall be valid unless evidence in writing is signed by both parties. Admission to the Museum for the activities covered by this Agreement shall not be denied to any person described in Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

G. The person signing this Agreement on behalf of the Licensee warrants that he/she has the authority to do so and to bind the Licensee to this Agreement and all the Terms and Conditions contained herein.

WITNESS THE FOLLOWING SIGNATURES AND SEAL as of the day and year first written above.

CITY OF EL PASO:

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

LICENSEE: Harcourt School Publishers

Barbara Dietz, Sales Manager

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Becky Duval Reese, Director
El Paso Museum of Art